AMENDMENT OF SOLICITATION/MODIFICATION OF		CONTRACT	1. CONTRACT ID	CODE	Page of Pages	
		ODII IOATION OI	CONTINACT			1
2. AMENDMENT MODIFICATION	T/MODIFICATION NO.	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCH	HASE REQ. NO.	5. PROJECT NO	D. (IF APPLICABLE)
6. Issued By	Code		7. ADMINISTERED E	BY (If other than Item 6	) Code	
8. Name and Ad	dress of Contractor (No., street, county, State and	ZIP Code		(x) 9A. AME	NDMENT OF SOLIC	ITATION NO.
				9B. DAT	ED (SEE ITEM 11)	
				10A. Mc	DDIFICATION OF CO	ONTRACT/ORDER NO.
CODE		FACILITY CODE		10B. DA	ATED (SEE ITEM 13	3)
CODE	11. THIS ITEM		AMENDMENTS OF S	OLICITATIONS		
(a) By completing	The above numbered solicitation is amended as Offers nowledge receipt of this amendment prior to the hog Items 8 and 15, and returningcopies or telegram which includes a reference to the solicit	set forth in item 14. The our and date specified in the of the amendment; (b) By	hour and date specified for re- ne solicitation or as amended, acknowledging receipt of this	by one of the following amendment on each c	opy of the offer s	
desire to change is received prior	OR THE RECEIPT OF OFFERS PRIOR TO THE an offer already submitted, such change may be to the opening hour and date specified.					
12. ACCOUNTI	NG AND APPROPRIATION DATA (If required)					
	13. THIS ITEM APP IT MODIFIES TH	LIES ONLY TO MO IE CONTRACT/ORI	DIFICATIONS OF CON DER NO. AS DESCRIE	NTRACTS/ORDEI BED IN ITEM 14.	RS,	
	A. THIS CHANGE ORDER IS ISSUED PURSU IN ITEM 10A.	JANT TO: (Specify autho	ority) THE CHANGES SET FC	ORTH IN ITEM 14 ARE	MADE IN THE	CONTRACT ORDER NO.
	B. THE ABOVE NUMBERED CONTRACT/OR date, etc.) SET FORTH IN ITEM 14, PURS			IVE CHANGES (such a	as changes in pa	ying office, appropriation
X	C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUAI	NT TO AUTHORITY OF :	FAR 52.212-	4(c)	
	D. OTHER (Specify type of modification and au	uthority)				
	ANT: Contractor is no ON OF AMENDMENT/MODIFICATION (Organize		to sign this document a			suing office.
14. DESCRIPTION	ON OF AMENDMENT/MODIFICATION (Organize	d by OCF section heading	s, including solicitation/contra	ct subject matter where	e leasible.)	
See Attache	ed					
	ed herein, all terms and conditions of the documer	nt referenced in item 9A or				
15A. NAME ANI	D TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O	F CONTRACTING OFF	FICER (Type or p	rint)
15B. CONTRAC	TOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		16C. DATE SIGNED
(Sign	nature of person authorized to sign)		BY(Signature	of Contracting Officer)		

NSN 7540-01-152-8070
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30-105

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA, FAR (48 CFR) 53.243

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

- A. The purpose of this modification is to update contract clauses to the latest version of the Environmental Services Schedule Solicitation, TFTP-EW-990899-B (Refresh #8) and TFTP-EW-990899-B (Refresh #9). Periodic changes are necessary to update pertinent clauses that keep the Solicitation current for all Schedule 899 Contractors. Clauses cited in this modification are hereby incorporated into referenced contract. These clauses replace all previous versions of said clauses.
- B. Changes cited under this paragraph, in addition to those cited below apply to all contracts awarded under any previous versions of solicitation TFTP-98-SW-8999B or TFTP-EW-990899-B.

The following changes have been made since the issuance of the last two solicitations: Refresh #8 dated June 19, 2007 and Refresh #9 dated August 18, 2007. In addition to the changes below, clauses have been revised and/or added in accordance with current agency guidance. The Offeror is strongly encouraged to thoroughly review this modification package.

### **GENERAL CHANGES**

Service Contract Act (SCA) Wage Determination Index dated June 13, 2007 is attached. This index lists the most recent revision numbers as of its effective date.

Contractor should review the revised "INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT" (SCA), ATTACHED HERETO AND MADE A PART OF THIS MODIFICATION. If contractor anticipates a claim to revise prices in accordance with FAR 52.222-43, contractor shall notify GSA within 30 days after acceptance of this modification. Note that if the request to revise prices in accordance with FAR 52.222-43 is accepted and processed, all future price increases for SCA eligible categories in the contract shall only be allowed in accordance with FAR 52.222-43. Existing EPA methods (i.e. annual escalation) will be removed for SCA categories. After a modification is approved to increase prices in accordance with FAR 52.222-43, that pricing for the SCA categories will not increase until a future Index of Wage Determinations is incorporated to the contract and an acceptable modification request in accordance with FAR 52.222-43 is received and processed.

#### SIN CHANGES

SIN 899-6 REVISION: Title changed to read "Environmental Advisory Services".

SIN 899-8, REVISION: work related to asbestos removal and/or paint removal <u>cannot</u> be performed under the scope of this SIN and/or any other SIN within the Environmental Services Multiple Award Schedule program. The Department of Labor has ruled these are construction services subject to the Davis-Bacon-Act and therefore outside the scope of the Environmental Services Schedule.

#### **CLAUSE CHANGES:**

Various clauses have been deleted, revised and/or added in accordance with current agency guidance.

### **DELETED CLAUSES:**

52.204-2 – Security Regulations (AUG 1996)

52.215-6 – Place of Performance (OCT 1997)

52.219-16 – Liquidated Damages – Subcontracting Plan (JAN 1999)

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

52.222-29 – Notification of Visa Denial (JUN 2003) 52.225-14 - Inconsistency between English Version and Translation of Contracts (FEB 2000) 52.225-16 - Sanctioned European Union Country Services (FEB 2000) 52.227-19 – Commercial Computer Software-Restricted Rights (JUN 1987) 52.226-1 - Utilization of Indian Organizations and Indian-owned Economic Enterprises (JUN 2000) 52.229-1 – State and Local Taxes (APR 1984) 52.229-70 – Federal, State and Local Taxes 52.232-7 – Payments under Time-and-Materials and Labor Hour Contracts (AUG 2005) 52.245-15 – Stop Work Order 52.246-4 - Inspection of Services - Fixed Price (AUG 1996) 552.242-70 - Status Report of Orders and Shipments 552.246-76 - Warranty of Pesticides C-10FT-500 - Delivery Schedule (Commercial Professional Services) F-FSS-202-F – Delivery Prices (APR 1984) (Applicable to Overseas Coverage Only) F-FSS-230 - Deliveries to the U.S. Postal Service (JAN 1994) G-FSS-907 – Order Acknowledgement (APR 1984) I-FSS-103 - Scope of Contract - Worldwide

### **UPDATED CLAUSES:**

52.212-1 - Instructions to Offeror— Commercial Items (SEP 2006)

I-FSS-125 - Requirements Exceeding the Maximum Order (SEP 1999)

- 52.212-3 Offeror Representations and Certifications Commercial Items (NOV 2006)
- 52.212-4 Contract Terms and Conditions Commercial Items (Deviation FEB 2007)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-(APR 2006)
- 52.233-2 Service of Protest (SEP 2006)

- 52.252-2 Clauses incorporated by Reference (FEB 1998)
- 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (JUL 2003)
- 552.238-71 Submission and Distribution of Authorized FSS Schedule Pricelists (SEP 1999)(Deviation DEC 2004)(Tailored JUN 2007)
- 552.238-72 Identification of Products that have Environmental Attributes (SEP 2003)
- I-FSS-108 Clauses for Overseas Coverage (MAY 2000)
- I-FSS-599 Electronic Commerce —Facnet (SEP 2006)

### **ADDED CLAUSES**

- 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006)
- 52.245-1 Government Property (JUN 2007)
- 552.238-76 Definition (Federal Supply Schedules)—Recovery Purchasing (FEB 2007)
- 552.238-78 Scope of Contract (Eligible Ordering Activities) (MAY 2004)(Alt I FEB 2007)
- 552.238-80 Use of Federal Supply Service Contracts by Certain Entities Recovery Purchasing (Feb 2007)
- T-TFTP-01 ADDITIONAL TERMS AND CONDITIONS (JAN 2007) (Only authorized for use by solicitation TFTP-EW-990899-B)
- C. EXCEPTIONS: Contractors who take exception to the mass modification must contact the PCO within 10 days after receipt. Exceptions will be negotiated on a case-by-case basis.

  IF EXCEPTIONS ARE NEGOTIATED, THIS CONTRACT WILL NOT BE AVAILABLE ON LINE FOR USE BY FEDERAL AGENCIES WHICH MAY PRECLUDE THE CONTRACTOR FROM OPPORTUNITIES FOR CONSIDERATION ON TASK ORDERS.

#### 52.212-1 - Instructions to Offerors—Commercial Items (SEP 2006)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF-1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF-1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3 (k) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF-1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
  - (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or (C) If this solicitation is a request for proposals, it was the only proposal received.

- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
  - (i) Availability of requirements documents cited in the solicitation.
    - (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
  - (i) ASSIST (http://assist.daps.dla.mil).
  - (ii) Quick Search (http://assist.daps.dla.mil/quicksearch).
  - (iii) ASSISTdocs.com (http://assistdocs.com).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
  - (i) Using the ASSIST Shopping Wizard (<a href="http://assist.daps.dla.mil/wizard">http://assist.daps.dla.mil/wizard</a>);

- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.100) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <a href="http://www.dnb.com">http://www.dnb.com</a>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423 or 269-961-5757.
- (l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### 52.212-3 Offeror Representations and Certifications—Commercial Items (SEP 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

- (a) Definitions. As used in this provision—
- "Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
- "Forced or indentured child labor" means all work or service-
  - (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
  - (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties. Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at <u>38 U.S.C. 101(2)</u>) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN	<i>I</i> ).
TIN:	
TIN has been applied for.	

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (*Check one of the following*):

### **Number of Employees Average Annual Gross Revenues**

50 or fewer	\$1 million or less
51–100	\$1,000,001–\$2 million
101–250	\$2,000,001–\$3.5 million
251–500	\$3,500,001–\$5 million
501–750	\$5,000,001–\$10 million
751–1,000	\$10,000,001–\$17 million
Over 1,000	Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
  - (i) General. The offeror represents that either—
- (A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_\_\_.]
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business

concern or concerns that are participating in the joint venture: \_\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246—
  - (1) Previous contracts and compliance. The offeror represents that—
    - (i) It has/has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
    - (ii) It has, has not filed all required compliance reports.
  - (2) Affirmative Action Compliance. The offeror represents that—
    - (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR)52.225-1, Buy American Act—Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

( )	
Line Item No.	Country of Origin

(2) Foreign End Products:

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin	
		[List as necessary]
paragraph (g)(1)(i Trade Agreements manufactured in the Other Foreign	i) of this provision) as s—Israeli Trade Act." he United States that d	e supplies that are foreign end products (other than those listed in defined in the clause of this solicitation entitled "Buy American Act—Free The offeror shall list as other foreign end products those end products o not qualify as domestic end products.
		[List as necessary]
(2) Buy Am clause at FAR 52. paragraph (g)(1)(i (g)(1)(ii) TI	erican Act—Free Trace 225-3 is included in the i) of the basic provision the offeror certifies that cion entitled "Buy American"	luate offers in accordance with the policies and procedures of FAR Part 25.  The Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the axis solicitation, substitute the following paragraph (g)(1)(ii) for on:  to the following supplies are Canadian end products as defined in the clause erican Act—Free Trade Agreements—Israeli Trade Act":
I	ine Item No.	
		[List as necessary]
clause at FAR 52. paragraph (g)(1)(i (g)(1)(ii) TI defined in the	225-3 is included in the i) of the basic provision the offeror certifies that	t the following supplies are Canadian end products or Israeli end products as on entitled "Buy American Act—Free Trade Agreements—Israeli Trade
Line Item No.	Country of Origin	

[List as necessary]

- (4) *Trade Agreements Certificate*. (Applies only if the clause at FAR <u>52.225-5</u>, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR <u>Part 25</u>. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503 (b).]
  - (1) Listed end products.

Listed End Product Listed Countries of Origin
\_\_\_\_\_

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture

any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or (2) o Outside the United States.
- (k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

#### 52.212-4 Contract Terms and Conditions—Commercial Items (FEB 2007)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
  - (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

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restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

#### (g) Invoice.

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
  - (i) Name and address of the Contractor:
  - (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, <u>52.232-33</u>, Payment by Electronic Funds Transfer—Central Contractor Registration, or <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
  - (i) Payment.—
- (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see <u>52.212-5(b)</u> for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
  - (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see <u>Subpart 32.8</u>, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423 or 269-961-5757.

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (Sept 2007)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (2) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)
  - $(\underline{41~U.S.C.~253g}$  and  $\underline{10~U.S.C.~2402}$ ).
  - 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)). (8)(i)
  - 52.219-9, Small Business Subcontracting Plan (Sept 2007) (15 U.S.C. 637(d)(4). Alternate II (Oct 2001).
  - 52.222-3 Convict Labor(JUN 2003)
  - 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
  - 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  - 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
  - 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
  - 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).

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- 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).
- 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) 46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of <u>52.247-64</u>.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
  - 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

- (vi) <u>52.222-41</u>, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
- (viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(46 U.S.C.Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d)

of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **52.233-2 Service of Protest. (SEP 2006)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration

Management Services Center, AQSABC

Attn: Katherine Jocoy 400 15<sup>th</sup> Street SW Auburn, WA 98001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <a href="http://www.acquisition.gov/">http://www.acquisition.gov/</a>

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52.202-1 - Definitions (JUL 2004)
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52.203-3 - Gratuities (APR 1984)

52.203-12- Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)

52.204-4 - Printing/Copying Double-Sided on Recycled Paper (AUG 2000)

52.204-7 - Central Contractor registration (JUL 2006)

52.204-9 - Personal Identity Verification of Contractor Personnel (NOV 2006)

52.208-9 - Contractor use of Mandatory Source of Supply for Services (SEP 2006)

 $52.216\text{-}18\text{-}\ Ordering\ (OCT\ 1995) (Deviation\ II-FEB\ 2007)$ 

52.216-19 - Order Limitations (OCT 1995)

52.216-22 - Indefinite Quantity (OCT 1995)(Deviation – Jan 1994)

52.217-8 - Option to Extend Services

52.222-1 – Notice to the Government of Labor Disputes (FEB 1997)

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

- 52.222-49 Service Contract Act Place of Performance Unknown (MAY 1989)
- 52.223-5 Pollution Prevention and Right to Know Information (AUG 2003)
- 52.223-6 Drug Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (AUG 2000)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.228-5 Insurance Work on a Government Installation (JAN 1997)
- 52.232-17 Interest (JUN 1996)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984) (Deviated)
- 52.232-37 Multiple Payment Arrangements (MAY 1999)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protests after Award (AUG 1996)
- 52.233-4 Applicable law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.245-1 Government Property (JUN 2007)
- 52.247-32 F.O.B. Origin, Freight Prepaid (FEB 2006). (APPLICABLE TO SINS 899-5 & 899-8 ONLY)
- 52.247-34 F.O.B. Destination (NOV 1991)
- 52.253-1 Computer Generated Forms (JAN 1991)
- 552.212-70 Preparation of Offers (Multiple Award Schedule) (AUG 1997)
- 552.216-72 Placement of Orders (SEP 1999)(Alternate II SEP 1999)
- 552.229-71 Federal Excise Tax DC Government (SEPT 1999)
- 552.232-8 Discount for Prompt Payments (Deviation FAR 52232-8) (APR 1989)
- 552.232-74 Invoice Payments (SEP 1999)
- 552.232-77 Payment by Government-wide Commercial Purchase Card (MAR 2000)(ALTERNATE I MAR 2000)
- 552.232-81 Payments by Non Federal Ordering Activities (MAY 2003)
- 552.232-83 Contractor's Billing Responsibilities (MAY 2003)
- 552.238-72 Identification of Products That Have Environmental Attributes (SEP 2003)
- 552.238-73 Cancellation (SEP 1999)
- 552.238-75 Price Reduction (MAY 2004)

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

### 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (JUL 2003).

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

<u>552.203-71</u>	Restriction on Advertising
<u>552.211-73</u>	Marking
<u>552.215-70</u>	Examination of Records by GSA
<u>552.215-71</u>	Examination of Records by GSA (Multiple Award Schedule)
<u>552.215-72</u>	Price Adjustment—Failure to Provide Accurate Information
<u>552.228-70</u>	Workers' Compensation Laws
552.232-23	Assignment of Claims
<u>552.232-73</u>	Availability of Funds
<u>552.232-78</u>	Payment Information
<u>552.237-71</u>	Qualifications of Employees
<u>552.238-71</u>	Submission and Distribution of Authorized FSS Schedule Price List
<u>552.238-74</u>	Industrial Funding Fee and Sales Reporting
<u>552.238-75</u>	Price Reductions
552.243-72	Modifications (Multiple Award Schedule)

552.246-73 Warranty—Multiple Award Schedule

### 552.238-71 Submission and Distribution of Authorized FSS Schedule Pricelists (SEP 1999)

- (a) Definition. For the purposes of this clause, the Mailing List is [Contracting officer shall insert either: "the list of addressees provided to the Contractor by the Contracting Officer" or "the Contractor's listing of its Federal Government customers"].
- (b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.
  - (1) The Contractor shall provide to the GSA Contracting Officer:
    - (i) Two paper copies of Authorized FSS Schedule Pricelist; and
    - (ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium.

The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

- (2) The Contractor shall provide to each addressee on the mailing list either:
  - (i) One paper copy of the Authorized FSS Schedule Price List; or
  - (ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.
- (3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.
- (c) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.
- (d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

552.238-76 Definition (Federal Supply Schedules)—Recovery Purchasing. (FEB 2007)

ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see (552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

#### 552.238-78 scope of Contract (Eligible Ordering Activities) (MAY 2004) (ALT I – FEB 2007)

- (a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.
- (1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
- (2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;
  - (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
  - (5) The District of Columbia;
  - (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
  - (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.
- (b) *Definitions. Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

- (c) Offerors are requested to check one of the following boxes:
  - o Contractor will provide domestic and overseas delivery.
  - o Contractor will provide overseas delivery only.
  - o Contractor will provide domestic delivery only.
- (d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

"State and local government entities", means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

- (1) "Local educational agency" has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).
- (2) "Institution of higher education" has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).
  - (3) "Tribal government" means—
- (i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

- (ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.*).
- (e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f)

- (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.
- (2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.
- (g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

#### 552,238-80 Use of Federal Supply Schedule Contracts by Certain Entities-Recovery Purchasing (FEB 2007)

- (a) If an entity identified in paragraph (d) of the clause at <u>552.238-78</u>, Scope of Contract (Eligible Ordering Activities)—Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:
- (1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.
- (2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (*e.g.*, Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).
- (3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

- (4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.
- (5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.
- (6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.
- (7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.
- (b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at <u>552.238-78</u>, Scope of Contract (Eligible Ordering Activities) –Alternate I, the Contractor agrees to the following conditions—
- (1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.
- (2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.
- (c) In accordance with clause <u>552.238-74</u>, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number—
- (1) The dollar value for sales to entities identified in paragraph (a) of the clause at <u>552.238-78</u>, Scope of Contract (Eligible Ordering Activities)—Alternate I; and
  - (2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.
- (d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at web site http://www.gsaelibrary.gsa.gov. Click on the link, "Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

### I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34	Submission of Offers in the English Language
52.214-35	Submission of Offers in U.S. Currency
52.247-34	FOB Destination
52.247-38	FOB Inland Carrier, Country of Exportation
52.247-39	FOB Inland Point, Country of Importation
C-FSS-412	Characteristics of Electric Current
D-FSS-471	Marking and Documentation Requirements per Shipment
D-FSS-477	Transshipments
F-FSS-202-F	Delivery Prices
I-FSS-314	Foreign Taxes and Duties
I-FSS-594	Parts and Services

#### I-FSS-599 ELECTRONIC COMMERCEFACNET (SEP 2006)

#### (a) GeneralBackground.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

#### (b) Trading Partners and Value Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of aVAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

#### (c)Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at <a href="http://www.defenselink.mil/releases/1999/b03011999">http://www.defenselink.mil/releases/1999/b03011999</a> <a href="http://www.defenselink.mil/releases/1999/b03011999">http://www.defenselink.mil/releases/1999/b0301199</a> <a href="http://www.defenselink.mil/releases/1999/b03011999</a> <a href="http://www.defenselink.mil/releases/1999/b03011999</a> <a href="http://www.defenselink.mil/releases/1999/b03011999</a> <a href="http://www.defenselink.mil/releases/1999/b03011999">http://www.defenselink.mil/releases/1999/b0301199</a> <a href="http://www.defenselink.mil/releases/1999/b03011999">http://www.defenselink.mil/releases/1999/b0301199</a> <a href="http://www.defenselink.mil/releases/1999/b03011999">http://www.defenselink.mil/releases/1999/b0301199</a> <a href="http://www.defenselink.mil/releases/1999/b0301199">http://www.defenselink.mil/re

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, **called the Central Contractor Registration(CCR)**<a href="https://www.ccr.gov/">https://www.ccr.gov/</a>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)3330505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)8291040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through online at <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

### (d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions(IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <a href="http://www.itl.nist.gov/lab/cslpubs.htm">http://www.itl.nist.gov/lab/cslpubs.htm</a>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

#### (e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers(ECRC's) are a network of U.S. Government sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI related subjects.

#### (f) GSAAdvantage! TM.

- GSAAdvantage!<sup>TM</sup> will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments.
   GSAAdvantage!<sup>TM</sup> enables customers to:
- Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.
- (2) **GSA***Advantage!*<sup>TM</sup> may be accessed via the GSA Home Page. The INTERNET address is: <a href="http://www.gsa.gov">http://www.fss.gsa.gov</a>.

### T-TFTP-01 ENVIRONMENTAL SERVICES SCHEDULE ADDITIONAL TERMS AND CONDITIONS (JAN 2007) (Only authorized for use by solicitation TFTP-EW-990899-B)

### GENERAL INFORMATION CONCERNING OFFER

Offerors are not required to submit an offer on all special item numbers (SINs) nor do Offerors have to provide every service under an individual SIN.

The price(s) offered for each SIN shall be inclusive of the base 5 years, and the three five-year options.

Once awarded a contract on this multiple award Federal Supply Schedule, contractors compete for business, and are responsible for marketing. There is no guarantee of business.

This schedule is non-mandatory. If a potential customer (ordering activity) can find prices lower on the open market, they may order outside the schedule. Therefore, it is strongly encouraged that Offerors provide prices that are highly competitive.

In accordance with the ordering procedures for services, ordering activities will solicit requests for quotes (RFQ) from Contractors on the schedule. Contractors will respond with a quote based upon their awarded prices. The preferred type of Task/Delivery order issued against the contract is Firm-Fixed Price, however, Labor-Hour or Time and Material task orders may be issued when the ordering agency deems it appropriate, provided a determination is made in accordance with FAR 16.601(b) and 16.601(c).

The Government may evaluate offers and award a contract without discussions with Offeror. Therefore, the initial offer should contain the Offeror's best terms from a price and technical standpoint.

Contractor Team Arrangements are encouraged under the federal Supply Schedules Program, for additional information see FAR 9.6 and "Contractor Team Arrangements" at our website <a href="http://www.gsa.gov/cta">http://www.gsa.gov/cta</a>.

This procurement is unrestricted. All eligible sources are able to submit a proposal in response to this Request for Proposal (RFP). The North American Industry Classification System (NAICS) code cited throughout the solicitation is for internal business size standard purposes only and is not meant to restrict this procurement to small businesses.

Quarterly Sales Reports: A sales/activity report must be provided to http://vsc.gsa.gov on a quarterly basis.

Offerors attention is directed to FAR 9.5 Organizational and Consultant Conflict of Interest and Clause C-FSS-370 CONTRACTOR TASKS/SPECIAL REQUIREMENTS. The Ordering Agency Contracting Officer has determined that potential conflicts of interest may occur during performance of the resultant contract. These include circumstances involving (1) systems engineering and technical direction, (2) preparation of specifications or work statements, (3) providing evaluation services, and (4) obtaining access to proprietary data or information.

Ordering Officers may impose organizational conflict of interest provisions and/or clauses as they determine appropriate based upon the individual situation.

**NOTE**: Ordering Agencies are required to give preference to products that meet EPA Comprehensive Procurement Guidelines (CPG). Therefore, the Offeror is required to furnish these items at the task order level when requested by the Ordering Officer. Offeror's attention is directed to the following website to view the list of items that might be used in a remediation project:

http://www.epa.gov/cpg/products.htm

#### SCOPE OF WORK

The GSA is soliciting Environmental Planning, Compliance, Training, Waste Management, Hazardous Material Management, Reclamation, Recycling and Disposal, Remote Advisory, Geographic Information, Remediation and New Services to enable government agencies to meet their environmental needs. These services are distinct from, and do not presently include: Construction and Architect-Engineering Services as set forth in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property), asbestos abatement, paint removal and/or design or any handling/disposal and/or transportation of nuclear or radioactive waste.

Offerors shall propose services to support agencies in meeting these requirements. Contractors shall provide expert advice, assistance, guidance or counseling in support of agencies' environmental needs. This may include studies, analysis and documentation of results. Training courses may include, but are not limited to, conventional methods and computer-based interactive courses, customized or standardized, on or off site.

Note 1: Personal Services Contracts as defined in FAR 37.101 and FAR 37.104 are <u>strictly prohibited</u>. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contract/task order.

#### Note 2: This Solicitation does not allow for a "Share-In-Savings-Contracting" type of contract.

In support of Remediation Service the contractor may be required to conduct investigations, remedial action, long term monitoring, and long term operation associated with environmental restoration activities under CERCLA, RCRA, or other environmental regulation. Remedial actions include, but are not limited to containment, removal, treatment (onsite and off-site), transportation and disposal. The entire spectrum of contaminants may be involved including hazardous, toxic, petroleum-based, and explosive constituents or any combination thereof. These contaminants may occur in various environments including soils, sediments, sludges, liquids, air, water, debris, structures, and various containers. A wide variety of potential remediation activities may include, but are not limited to slurry walls, subsurface barriers, landfill closure, soil/sludge stabilization/solidification, water/groundwater treatment, soil vapor extraction, excavation, dredging, underground storage tank removal/closure, groundwater extraction, dewatering, bioremediation, thermal treatment, demolition, and debris removal. In addition, services may include performance of CERCLA removal actions, RCRA Interim Measures, RCRA and CERCLA closures, and Brownfields support. Operation and maintenance (O & M) including short and long term O & M of various types of hazardous waste facilities including but not limited to groundwater/surface water facilities, leachate facilities, soil vapor extraction, dual phase vapor extraction, low temperature thermal desorption, soil stabilization. O & M services may also include preparation of O & M manuals, training, and conduct of long term monitoring.

Every Federal Agency has the requirement to comply with environmental laws and regulations. This schedule will provide them with quick and easy access to contractors who can help them meet their needs. Some examples of these laws are:

◆ National Environmental Policy Act (NEPA)	◆ Clean Water Act (CWA)
◆ Fish & Wildlife Coordination Act	♦ Clean Air Act (CAA)
◆ National Historic Preservation Act	◆ Endangered Species Act
◆ Archeological & Historic Preservation Act	◆ Pollution Prevention Act (PPA)
♦ Resource Conservation and Recovery Act (RCRA)	♦ Safe Drinking Water Act
◆ Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)	Occupational Safety and Health     Administration (OSHA) Regulations
<ul> <li>Department of Transportation (DOT)</li> <li>Regulations</li> </ul>	◆ Superfund Amendments and Reauthorization Acts (SARA)
♦ Emergency Planning and Community Right-to- Know Act (EPCRA)	◆ Solid Waste Disposal Act (as amended by RCRA)
◆ Toxic Substances Control Act (TSCA)	◆ Federal Water Pollution Control Act (as amended by CWA)
♦ Oil Pollution Act (OPA)	◆ Asbestos Standards, Title 40 CFR, Part 763, Subparts G and E, US EPA
<ul> <li>National Emission Standards for Hazardous Air Pollutants, Title 40, Code of Federal Regulation (CFR), Part 61, Subparts A and M, US EPA</li> </ul>	◆ Archaeological Resources Protection Act
◆ Act for the Preservation of American Antiquities	♦ Wilderness Act
◆ Flood Plain Management, Executive Order 11988 (as amended by EO12148)	♦ National Trails Systems Act
◆ Protection of the Wetlands Act	♦ Water Bank Act
◆ Marine Protection and Sanctuaries Act	◆ Coastal Barriers Resource Act
♦ Coastal Zone Management Act	◆ Farmland Protection Policy
Great Lakes Coastal Barriers Act	•
♦ Federal Facility Compliance Act	◆ Executive Order (EO) 13148, Greening the Government through Leadership in Environmental Management
◆ Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling and Federal Acquisition	◆ Title 40 Code of Federal Regulations, Part 260, Protection of Environment, Hazardous Waste Management
◆ Overseas Environmental Baseline Guidance Document (OEBGD) with Final Governing Standards (FGS)	◆ Office of Solid Waste and Emergency Response (OSWER) 9355.3-01, "Guidance for Conducting Remedial Investigation and Feasibility Studies under CERCLA
♦ Energy Policy Act (EPA 2005)	◆ Hazardous Materials Transportation Act (HMTA)
◆ Executive Order 13221 – Energy Efficient Standby Devices	•

There are also relevant Executive Orders dealing with such topics as: Wetlands, Floodplains, Farmland, and Protection & Environmental Justice.

### **DEFINITIONS**

Environmental	An environmental analysis prepared pursuant to the National Environmental Policy Act to
Assessment	determine whether a federal action would significantly affect the environment and thus require a
	more detailed environmental impact statement.
Environmental Audit	An independent assessment of the current status of a party's compliance with applicable
	environmental requirements or of a party's environmental compliance policies, practices, and
	controls.
Environmental/Ecologica	The potential for adverse effects on living organisms associated with pollution of the environment
l Risk	by effluents, emissions, wastes, or accidental chemical releases; energy use; or the depletion of
	natural resources

Environmental	Equal protection from environmental hazards for individuals, groups, or communities regardless of
Equity/Justice	race, ethnicity, or economic status. This applies to the development, implementation, and
	enforcement of environmental laws, regulations, and policies, and implies that no population of
	people should be forced to shoulder a disproportionate share of negative environmental impacts of
	pollution or environmental hazard due to a lack of political or economic strength levels
<b>Environmental Exposure</b>	Human exposure to pollutants originating from facility emissions. Threshold levels are not
	necessarily surpassed, but low-level chronic pollutant exposure is one of the most common forms of environmental exposure
Environmental Impact	A document required of federal agencies by the National Environmental Policy Act for major
Statement	projects or legislative proposals significantly affecting the environment. A tool for decision
Statement	making, it describes the positive and negative effects of the undertaking and cites alternative
	actions
Environmental	Management of activities within tolerable constraints imposed by the environment itself, and with
Management	full consideration of ecological factors; management of the enterprise to achieve survival,
	profitability, growth and social responsibility; essentially preventive rather than retro-fitting
<b>Environmental Site</b>	The process of determining whether contamination is present on a parcel of real property.
Assessment	
Pollution	Generally, the presence of a substance in the environment that because of its chemical composition
	or quantity prevents the functioning of natural processes and produces undesirable environmental
	and health effects. Under the Clean Water Act, for example, the term has been defined as the man-
	made or man-induced alteration of the physical, biological, chemical, and radiological integrity of
	water and other media
Pollution Prevention	Identifying areas, processes, and activities which create excessive waste products or pollutants in
	order to reduce or prevent them through, alteration, or eliminating a process
Sales	Sales order, contract, shipment, invoice, actual recorded sales or other records, so long as the
	method of reporting used is consistent, provides an accurate indication of sales activity, and is
	verifiable
Subcontractor	Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime
	contractor or another subcontractor
Support Products	Those products used in support of services offered through this schedule. They could include
	workbooks, training manuals, slides, videotapes, cd-roms, overhead transparencies, etc.

### SPECIAL INSTRUCTIONS FOR PRICING ALL SERVICES ON AN HOURLY BASIS AT THE TASK ORDER LEVEL

- (a) Total price for Environmental Services will be established at the time the Task/Delivery Order is placed by the ordering agency and will be based on the prices awarded in the resultant contract. The estimated number of hours negotiated with the ordering agency and the labor category(ies) provided will be shown on the resultant Task/Delivery Order. If the agency Contracting Officer has made a Determination and Finding (D&F) that it is necessary and in the best interest of the Government to purchase from these SIN(s) on a Labor Hour or Time and Material basis, the resultant Task/Delivery order shall specify the Not to Exceed price, showing the Labor Category(ies) proposed (with the hourly and daily rates for each) the material proposed with unit price for each, and any Other Direct Costs (ODCs). All prices/rates proposed must be derived from the awarded GSA schedule contract prices/rates awarded. Any items/ODC's proposed that are not derived from the GSA contract prices awarded must be identified as "Open Market Items" which can only be awarded at the task order level in accordance with FAR Subpart 8.402(f).
- (b) Purchase of Open Market Items NOTE: Open Market Items are also known as incidental items, non-contract items, non-schedule items, and items <u>not</u> on a Federal Supply Schedule contract.

IAW FAR subpart 8.402(f), for administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS)-referred to as open market items-to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Part 13, 14, and 15) and small business programs (Part 19));

- (2) The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

#### SPECIAL INSTRUCTIONS FOR PAYING IFF ON PAYMENTS/OFFSETS TO THE GOVERNMENT

- (a) Paying or Offsetting charges to Government Agencies for Recoverable Materials:
  - (1) Contractor will be responsible for the Industrial Funding Fee payment (reference clause 552.238-74) on total value of the payment/offset for charges to a government agency for recoverable items. (i.e. a contractor recycling operation recovers precious metals and either pays the government or offsets Task Order charges to the government by the value of the recovered material). As all sales off the Environmental Services Schedule include the Industrial Funding Fee, so shall all payments/offsets to the government be inclusive of the Industrial Funding Fee. The total value of the "Sale", in terms of reporting sales to GSA IAW 552.238-74 shall include the amount of offsets or payments resulting from Task Orders issued against the Environmental Services Schedule.

#### (b) Examples:

- (1) Example 1 (offset for charges) A task order for recycling computers is issued for \$5,000 with a provision for contractor to offset charges by value of recovered precious metals from recycling those computers. \$100 dollars worth of precious metals were recovered. The government pays contractor \$4,900 for the task. In this example, the contractor would pay the Industrial Funding Fee on \$5,000 even though the sale appears to be only \$4,900.
- (2) Example 2 (payment to the government): A task order is issued for contractor to retrieve scrap metals worth \$5,000 in the recycling market. Contractor pays government agency \$5,000 for scrap metal retrieved. In this example, the contractor would pay the Industrial Funding Fee on \$5,000 even though there would appear to be no sale since the contractor paid the government.

#### **INDEMNIFICATION AND LIABILITY**

For Remediation Services performed under SIN 899-8 and Reclamation, Recycling and Disposal Services under SIN 899-5, it is understood that the General Services Administration (GSA) does not become an owner, operator, generator, arranger, or transporter of hazardous substances or wastes by executing a schedule contract or by the award of a task order by an ordering agency against a schedule contract for remediation or reclamation, recycling and disposal services. As a result, GSA shall not incur any liability under any environmental laws for contamination to the extent resulting from the negligent acts or omissions of a schedule contractor performing the services. In addition, the contractor shall be liable for, and shall indemnify and hold harmless the GSA against, all actions or claims for loss of or damage to property or the injury or death of persons to the extent resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees. EXCEPTION: The aforementioned does not apply when GSA is the ordering agency and is procuring the remediation or reclamation, recycling and disposal services for property it owns and/or has legal jurisdiction.

### REQUIRED INSURANCE (APPLICABLE TO SIN 899-5, RECLAMATION, RECYCLING AND DISPOSAL AND SIN 899-8, REMEDIATION)

Reference the FAR clause 52.228-5 entitled "Insurance..." the Contractor shall, at its own expense, procure and thereafter maintain at a minimum the following kinds of insurance with respect to performance of remediation services and/or reclamation, recycling and disposal services under this contract.

(1.) Workers Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workers

Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

- (2.) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.
- (3.) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.
- (4.) Pollution Liability Insurance. Minimum liability limit of \$500,000 per occurrence. Higher minimum may be requested by the ordering agency at the task order level and reimbursed as an Other Direct Cost. \*\*
  - \*\*NOTE: Contractor is required, at its own expense, to comply with State and Local government minimum Pollution Liability Insurance requirements for the type of work being performed. Contractors who do not currently carry the minimum required Pollution Liability Insurance noted in paragraph (d) above shall be required to purchase such insurance if needed to be in compliance prior to performance at the task order level. A higher minimum than required by this solicitation, or State and Local government requirements may be requested by the ordering agency and reimbursed as Other Direct Costs.
- (5.) The certificate of insurance for other than workers compensation shall reflect the following: 1.) The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies, and 2.) the GSA shall be named additional insured

### ADDITIONAL TERMS AND CONDITIONS FOR SIN(s) 899-4 AND 899-7:

NOTE 1: Any software provided under SIN 899-4 Waste Management Services or SIN 899-7 Geographic Information Services, must be incidental to and in support of the service provided. Software cannot be proposed as a stand-alone software product/package/system with services in support of and/or to maintain the software product/package/system. Software products/packages/systems proposed as stand alone solutions belong under schedule 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES, not the Environmental Services Schedule even if the application of the software product/package/system is for Environmental purposes.

**NOTE 2:** For any software proposed that is incidental to and in support of the Environmental service proposed, the following terms apply to the software:

- (1.) In accordance with FAR 12.212 Computer software:
  - a. Commercial computer software or commercial computer software documentation shall be acquired under licenses customarily provided to the public to the extent such licenses are consistent with Federal law and otherwise satisfy the Government's needs. Generally, offerors and contractors shall not be required to-(1) Furnish technical information related to commercial computer software or commercial computer software documentation that is not customarily provided to the public; or (2) Relinquish to, or otherwise provide, the Government rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as mutually agreed to by the parties.
  - b. With regard to commercial computer software and commercial computer software documentation, the Government shall have only those rights specified in the license contained in any addendum to the *task order*.
- (2.) In accordance with FAR 12.211 Technical Data:
  - c. Except as provided by agency-specific statutes (at the task order level), the Government shall acquire only the technical data and the rights in that data customarily provided to the public with a commercial item or process. The contracting officer shall presume that data delivered under a contract for

commercial items was developed exclusively at private expense. When a contract for commercial items requires the delivery of technical data, the contracting officer (*at the task order level*) shall include appropriate provisions and clauses in the *task order* delineating the rights in the technical data (see FAR Part 27 or agency FAR supplements).

#### SERVICE CONTRACT ACT (SCA) REQUIREMENTS

NOTE: THE SERVICE CONTRACT ACT (SCA) APPLIES TO ALL ENVIRONMENTAL SERVICES TO BE PROVIDED UNDER THIS SCHEDULE EXCEPT FOR ANY PRICING OFFERED FOR SERVICE OUTSIDE OF THE UNITED STATES. THE SCA INDEX OF APPLICABLE WAGE DETERMINATIONS FOR THIS SOLICITATION AND RESULTANT CONTRACT ARE SHOWN AT ATTACHMENT 4 – THE FULL TEXT VERSION OF EACH WAGE DETERMINATION CAN BE VIEWED AT WWW.WDOL.GOV.

If your firm is awarded a contract based on a fixed rate of escalation, no increase for SCA equivalent labor category prices can occur unless a new Wage Determination (WD) is issued through the modification procedures resulting in increases above escalation rate hereby incorporated at time of award.

Contractors must meet only Direct Labor & Health & Welfare Benefit requirements in the SCA WD Revision Number currently incorporated into the GSA contract. The WD Revision Number in your GSA contract takes precedence over any WD Revision Number an agency incorporates to an RFQ at the Task Order Level. Contractors cannot increase their GSA contract prices at the Task Order Level as a result of accepting a WD Revision Number at the Task Order Level that differs from the WD Revision Number currently incorporated to the Contractor's GSA contract.

### A contractor cannot increase its SCA equivalent labor categories prices beyond increases already in the GSA contract without a contract modification.

Reference Code of Federal Regulations, Title 29, Labor, Subtitle A – Office of the Secretary of Labor, Part 4 – Labor Standards for Federal Service Contracts, Subpart D – Compensation Standards, paragraph 4.161- Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

# INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT Updated 6/13/2007

For Solicitation TFTP-EW-990899-B (Refresh #9)

Wage Determination No.: 05-2001  Revision No.: 3  Division of Wage Determinations   Date of Last Revision: 5/29/2007  State: Alabama
Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb, Etowah, Talladega
Wago Dotormination No.: 05 2002
Wage Determination No.: 05-2003  Revision No.: 3
Division of Wage Determinations   Date of Last Revision: 5/29/2007
State: Alabama
Area: Alabama Counties of Bibb, Blount, Cullman, Fayette, Greene, Hale, Jefferson, Lamar, Marengo, Perry, Pickens, Shelby, St Clair, Tuscaloosa, Walker
Wage Determination No.: 05-2005  Revision No.: 4
Division of Wage Determinations   Date of Last Revision: 5/29/2007
State(s): Alabama, Georgia
Areas: Alabama COUNTIES OF Barbour, Coffee, Dale, Geneva, Henry, Houston Georgia COUNTIES OF Clay, Early, Miller, Seminole
Wage Determination No.: 05-2007  Revision No.: 6
Division of Wage Determinations   Date of Last Revision: 5/29/2007
State(s): Alabama, Tennessee
Areas: Alabama COUNTIES OF Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston Tennessee COUNTIES OF Giles, Lawrence, Lincoln, Moore, Wayne

Wage Determination No.: 05-2009 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 05/29/2007 State(s): Alabama Areas: Alabama COUNTIES OF Baldwin, Choctaw, Clarke, Conecuh, Covington, Escambia, Mobile, Monroe, Washington Wage Determination No.: 05-2011 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Alabama Areas: Alabama COUNTIES OF Autauga, Bullock, Butler, Chilton, Coosa, Crenshaw, Dallas, Elmore, Lowndes, Macon, Montgomery, Pike, Tallapoosa, Wilcox \_\_\_\_\_ Wage Determination No.: 05-2017 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/08/2007 State(s): Alaska Areas: Alaska STATEWIDE -----Wage Determination No.: 05-2023 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/11/2007 State(s): Arizona Areas.: Arizona COUNTIES OF Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai \_\_\_\_\_\_ Wage Determination No.: 05-2025 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Arizona Areas: Arizona COUNTIES OF Cochise, Graham, Greenlee, Pima, Santa Cruz \_\_\_\_\_\_ Wage Determination No.: 05-2027 Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

State(s): Arizona

Areas: Arizona COUNTIES OF La Paz, Yuma

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Wage Determination No.: 05-2033

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Arkansas

Areas: Arkansas COUNTIES OF Baxter, Boone, Clay, Cleburne, Conway, Faulkner, Fulton, Garland, Greene, Hot Spring, Independence, Izard, Jackson

Lawrence, Lonoke, Marion, Monroe, Montgomery, Perry, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, Stone, Van Buren, White, Woodruff, Yell

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Wage Determination No.: 05-2035

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Arkansas

Areas: Arkansas COUNTIES OF Arkansas, Ashley, Bradley, Calhoun, Chicot, Clark, Cleveland, Dallas, Desha, Drew, Grant, Jefferson, Lincoln, Ouachita, Phillips, Pike, Union

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Wage Determination No.: 05-2037

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Arkansas

Areas: Arkansas COUNTIES OF Benton, Carroll, Crawford, Franklin, Johnson

Logan, Madison, Newton, Polk, Scott, Sebastian, Washington

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Wage Determination No.: 05-2043

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California

Areas: California COUNTIES OF Kern

Wage Determination No.: 05-2045

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 11/06/2006

State(s): California

Areas: California COUNTIES OF Fresno, Madera, Mariposa, Merced

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Wage Determination No.: 05-2047

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California

Areas: California COUNTIES OF Los Angeles, Orange

Wage Determination No.: 05-2049

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California

Areas: California COUNTIES OF Monterey, San Benito

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Wage Determination No.: 05-2051

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California

Areas: California COUNTIES OF Alameda, Contra Costa

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Wage Determination No.: 05-2053

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California

Areas: California COUNTIES OF Riverside, San Bernardino

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Wage Determination No.: 05-2055

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California

Areas: California COUNTIES OF Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

Wage Determination No.: 05-2057 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): California Areas: California COUNTIES OF Imperial, San Diego \_\_\_\_\_\_ Wage Determination No.: 05-2059 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): California Areas: California COUNTIES OF Marin, San Francisco, San Mateo \_\_\_\_\_\_ Wage Determination No.: 05-2061 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): California Areas: California COUNTIES OF Santa Clara, Santa Cruz Wage Determination No.: 05-2063 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): California Areas: California COUNTIES OF San Luis Obispo, Santa Barbara \_\_\_\_\_\_ Wage Determination No.: 05-2067 Revision No.: 5 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): California Areas: California COUNTIES OF Calaveras, San Joaquin, Stanislaus, Tuolumne \_\_\_\_\_\_ Wage Determination No.: 05-2069

Division of Wage Determinations | Date of Last Revision: 5/29/2007

Revision No.: 3

State(s): California Areas: California COUNTIES OF Napa, Solano, Sonoma Wage Determination No.: 05-2071 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): California Areas: California COUNTIES OF Ventura Wage Determination No.: 05-2073 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): California Areas: California COUNTIES OF Inyo, Kings, Tulare \_\_\_\_\_\_ Wage Determination No.: 05-2079 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Colorado Areas: Colorado COUNTIES OF Cheyenne, El Paso, Kit Carson, Lincoln, Teller Wage Determination No.: 05-2081 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Colorado Areas: Colorado COUNTIES OF Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma \_\_\_\_\_\_ Wage Determination No.: 05-2083

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Colorado

Areas: Colorado COUNTIES OF Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, Lake, La Plata, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miquel

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Wage Determination No.: 05-3009

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Colorado

Areas: Colorado COUNTIES OF Larimer

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Wage Determination No.: 05-2087

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Connecticut

Areas: Connecticut COUNTIES OF Hartford, Litchfield, Middlesex, New London, Tolland

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Wage Determination No.: 05-2089

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Connecticut - statewide, except Hartford

Areas: Applicable statewide in Connecticut, excluding Fairfield County, New Haven County, New London County, excluding Colchester Town and the Hartford Metropolitan Statistical Area defined below:

HARTFORD County - Avon Town, Bloomfield Town, Canton Town, East Granby Town, East Hartford Town, East Windsor Town, Enfield Town, Farmington Town, Glastonbury Town, Granby Town, Hartford Town, Manchester Town, Marlborough Town, Newington Town, Rocky Hill Town, Simsbury Town, South Windsor Town, Suffield Town, West Hartford Town, Wethersfield Town, Windsor Town, Windsor Locks Town.

LITCHFIELD COUNTY - New Hartford Town

MIDDLESEX COUNTY - Cromwell Town, East Hampton Town, Portland Town

NEW LONDON COUNTY - Colchester Town

TOLLAND TOWN - Andover City, Bolton City, Columbia Town, Coventry Town, Ellington City, Hebron Town, Stafford Town, Tolland Town, Vernon City, Willington Town

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

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Wage Determination No.: 05-3027

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Connecticut

Areas: Connecticut COUNTIES OF Fairfield, New Haven

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Wage Determination No.: 05-2095

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s) : Delaware, Maryland, Virginia

Areas: Delaware COUNTY OF Sussex

Maryland COUNTIES OF Somerset, Wicomico, Worcester

Virginia COUNTIES OF Accomack, Northampton

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Wage Determination No.: 05-2097

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Delaware, Maryland, New Jersey

Areas: Delaware COUNTIES OF Kent, New Castle

Maryland COUNTIES OF Caroline, Cecil, Dorchester, Kent, Queen Anne's,

Talbot

New Jersey COUNTIES OF Salem

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Wage Determination No.: 05-2103

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s) : District of Columbia, Maryland, Virginia

Areas: District of Columbia, Statewide

Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery, Prince

George's, St Mary's

Virginia COUNTIES OF Alexandria, Arlington, Fairfax, Falls Church,

Fauquier, King George, Loudoun, Prince William, Stafford.

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Wage Determination No.:05-2109

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: Florida COUNTIES OF Flagler, Volusia

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Wage Determination No.: 05-2111

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Broward, Glades, Hendry, Martin, Okeechobee,

Palm Beach, St Lucie

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Wage Determination No.: 05-2113

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Alachua, Bradford, Citrus, Dixie, Gilchrist,

Lake, Levy, Marion, Sumter, Union

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Wage Determination No.: 05-2115

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida, Georgia

Areas: Florida COUNTIES OF Baker, Clay, Columbia, Duval, Hamilton, Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor

Georgia COUNTIES OF Brantley, Camden, Charlton, Glynn, Pierce

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Wage Determination No.: 05-2117

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Brevard, Indian River

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Wage Determination No.: 05-2119

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Collier, Dade, Monroe

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Wage Determination No.: 05-3007

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Bay

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Wage Determination No.: 05-2121

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 12/11/2006

State(s): Florida

Areas: Florida COUNTIES OF Calhoun, Franklin, Garden, Holmes, Jackson,

Jefferson, Leon, Liberty, Wakulla, Walton, Washington

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Wage Determination No.: 05-3033

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Escambia, Okaloosa, and Santa Rosa

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Wage Determination No.: 05-2123

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 12/15/2006

State(s): Florida

Areas: Florida COUNTIES OF Orange, Osceola, Seminole

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Wage Determination No.: 05-2125

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas-Florida COUNTIES OF Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

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Wage Determination No.: 05-2131

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Georgia

Areas: Georgia COUNTIES OF Atkinson, Baker, Ben Hill, Berrien, Brooks,

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Calhoun, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Echols, Grady, Irwin, Lanier, Lee, Lowndes, Mitchell, Randolph, Sumter, Terrell, Thomas, Tift, Turner, Ware, Worth

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Wage Determination No.: 05-2133

Revision No.: 1

Division of Wage Determinations | Date of Last Revision: 09/01/2006

State(s): Georgia

Areas: Georgia COUNTIES OF Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon.

Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding 'Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

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Wage Determination No.: 05-2135

Revision No.: 1

Division of Wage Determinations | Date of Last Revision: 09/07/2006

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Burke, Columbia, Elbert, Emanuel, Glascock, Hart, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes

South Carolina COUNTIES OF Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

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Wage Determination No.: 05-2137

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s.): Alabama, Georgia

Areas: Alabama COUNTIES OF Chambers, Lee, Randolph, Russell Georgia COUNTIES OF Chattahoochee, Harris, Heard, Marion, Meriwether, Muscogee, Quitman, Schley, Stewart, Talbot, Taylor, Troup, Webster

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Wage Determination No.: 05-2139

Revision No.: 3

Division of Wage Determination | Date of Last Revision: 5/29/2007

State(s): Georgia

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: Georgia COUNTIES OF Baldwin, Bibb, Bleckley, Crawford, Crisp, Dodge, Dooly, Hancock, Houston, Jasper, Johnson, Jones, Lamar, Laurens, Macon, Monroe, Montgomery, Peach, Pike, Pulaski, Putnam, Telfair, Treutlen, Twiggs, Upson, Washington, Wheeler, Wilcox, Wilkinson

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Wage Determination No.: 05-2141

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Appling, Bacon, Bryan, Bulloch, Candler, Chatham, Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh,

Screven, Tattnall, Toombs, Wayne

South Carolina COUNTIES OF Hampton, Jasper

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Wage Determination No.: 05-2147

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Guam, Northern Marianas

Areas: Guam Statewide

Northern Marianas Statewide

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Wage Determination No.: 05-2153

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Hawaii

Areas: Hawaii Statewide

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Wage Determination No.: 05-2159

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Idaho

Areas: Idaho Statewide

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Wage Determination No.: 05-2165

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: Illinois COUNTIES OF Champaign, De Witt, Douglas, Edgar, Ford, McLean, Piatt, Vermilion

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Wage Determination No.: 05-2167

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Cook, De Kalb, Du Page, Kane, Lake, Lee,

McHenry,

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Wage Determination No.: 05-3005

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Boone, Ogle, Stephenson, Winnebago

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Wage Determination No.: 05-2169

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Christian, Clark, Coles, Crawford,

Cumberland, Jasper, Macon, Moultrie, Shelby

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Wage Determination No.:05-2171

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Grundy, Iroquois, Kankakee, Kendall, La

Salle Livingston, Will

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Wage Determination No.: 05-2173

Revision No.: 1

Division of Wage Determinations | Date of Last Revision: 09/21/2006

State(s): Illinois

Areas: Illinois COUNTIES OF Fulton, Hancock, Knox, McDonough, Marshall,

Mason, Peoria, Putnam, Schuyler, Stark, Tazewell, Woodford

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

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Wage Determination No.: 05-2175

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois, Iowa

Areas: Iowa COUNTIES OF Des Moines, Henry, Lee, Louisa, Muscatine,

Scott

Illinois COUNTIES OF Bureau, Carroll, Henderson, Henry, Jo. Daviess,

Mercer, Rock Island, Warren, Whiteside

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Wage Determination No.: 05-2177

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Adams, Brown, Cass, Greene, Logan,

Macoupin, Menard, Montgomery, Morgan, Pike, Sangamon, Scott

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Wage Determination No.: 05-2183

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(,s): Illinois, Indiana

Areas: Illinois COUNTIES OF Edwards, Gallatin, Hardin, Lawrence,

Richland, Wabash, White

Indiana COUNTIES OF Brown, Crawford, Davies, Dubois, Gibson, Greene, Jackson, Knox, Lawrence, Martin, Monroe, Orange, Owen, Pike, Washington

Wage Determination No.: 05-2185

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Elkhart, Kosciusko

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Wage Determination No.: 05-2187

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana, Kentucky, Tennessee

Areas: Indiana COUNTIES OF Perry, Posey, Spencer, Vanderburgh, Warrick

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Kentucky COUNTIES OF Butler, Caldwell, Christian, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, McLean, Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster Tennessee COUNTIES OF Montgomery, Stewart

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Wage Determination No.: 05-2189

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Adams, Allen, Blackford, De Kalb, Grant, Huntington, Jay, Lagrange, Noble, Steuben, Wabash, Wells, Whitley Ohio COUNTIES OF Defiance, Paulding, Williams

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Wage Determination No.:05-2191

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Benton, Jasper, Lake, La Porte, Newton,

Porter, Pulaski, Starke

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Wage Determination No.: 05-2193

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Bartholomew, Boone, Clay, Decatur, Delaware, Fayette, Fountain, Hamilton, Hancock, Hendricks, Henry, Johnson, Madison, Marion, Montgomery, Morgan, Parke, Putnam, Rush, Shelby, Sullivan, Tippecanoe, Vermillion, Vigo, Warren

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Wage Determination No.: 05-2195

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Carroll, Cass, Clinton, Fulton, Howard,

Miami, Tipton, White

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Wage Determination No.: 05-2197

Revision No.: 3

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Marshall, Saint Joseph

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Wage Determination No.: 05-2203

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Iowa

Areas: Iowa COUNTIES OF Allamakee, Benton, Black Hawk, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clayton, Clinton, Delaware, Dubuque,

Fayette, Floyd, Grundy, Howard, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Mitchell, Tama, Van Buren, Washington, Winneshiek

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Wage Determination No.: 05-2205

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Iowa

Areas: Iowa COUNTIES OF Adair, Appanoose, Audubon, Boone, Calhoun, Carroll,

Cerro Gordo, Clarke, Dallas, Davis, Decatur, Emmet, Franklin, Greene, Guthrie, Hamilton, Hancock, Hardin, Humboldt, Jasper, Kossuth, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Palo Alto, Pocahontas, Polk, Poweshiek, Ringgold, Story, Taylor, Union, Wapello, Warren, Wayne, Webster, Winnebago, Worth, Wright

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Wage Determination No.: 05-2211

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Johnston Island

Areas: Johnston Island Statewide

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Wage Determination No.: 05-2213

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kansas

Areas: Kansas COUNTIES OF Brown, Clay, Cloud, Coffey, Dickinson, Geary,

Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

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Wage Determination No.: 05-2215

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kansas

Areas: Kansas COUNTIES OF Allen, Barber, Barton, Bourbon, Butler, Chase,

Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, McPherson, Marion, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

Wage Determination No.: 05-2221

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kentucky

Areas: Kentucky COUNTIES OF Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard,

Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel, Lee, Leslie, Letcher, Lincoln, McCreary, Madison, Marion, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Perry, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington, Wayne, Whitley, Wolfe, Woodford

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Wage Determination No.: 05-2223

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana, Kentucky

Areas: Indiana COUNTIES OF Clark, Floyd, Harrison, Jefferson, Jennings,

Kentucky COUNTIES OF Breckinridge, Bullitt, Edmonson, Grayson, Hardin, Hart, Henry, Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer, Trimble

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### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Wage Determination No.: 05-2229

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Louisiana

Areas: Louisiana PARISHES OF Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

Wage Determination No.: 05-2231

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Louisiana

Areas: Louisiana PARISHES OF Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Livingston, Pointe Coupee, St Helena, Saint James, St Landry, St Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

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Wage Determination No.: 05-2233

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Louisiana

Areas: Louisiana PARISHES OF Jefferson, Lafourche, Orleans, Plaquemines, St Bernard, St Charles, Saint John The Baptist, St Tammany, Terrebonne, Washington

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Wage Determination No.: 05-2235

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Arkansas, Louisiana, Texas

Areas: Arkansas COUNTIES OF Columbia, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Sevier
Louisiana PARISHES OF Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Union, Webster, West Carroll
Texas COUNTIES OF Bowie, Camp, Cass, Cherokee, Franklin, Gregg, Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

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Wage Determination No.: 05-2241

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Maine Areas: Maine Statewide \_\_\_\_\_\_ Wage Determination No.: 05-2247 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Maryland Areas: Maryland COUNTIES OF Anne Arundel, Baltimore, Carroll, Harford, Howard, Baltimore City Wage Determination No.: 05-2249 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Maryland, Pennsylvania, Virginia Areas: Maryland COUNTIES OF Allegany, Garrett, Washington Pennsylvania COUNTY OF Franklin Virginia COUNTIES OF Clarke, Culpeper, Frederick, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah, Warren \_\_\_\_\_\_ Wage Determination No.: 05-2253 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Massachusetts, Rhode Island Areas: Massachusetts COUNTIES OF Bristol, Norfolk, Worcester Rhode Island COUNTY OF Providence \_\_\_\_\_\_ Wage Determination No.: 05-2259 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Massachusetts Areas: Massachusetts COUNTIES OF Barnstable, Bristol, Dukes, Nantucket, Norfolk, Plymouth Wage Determination No.: 05-2269

Division of Wage Determinations | Date of Last Revision: 5/29/2007

Revision No.: 3

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

State(s): Michigan

Areas: Michigan COUNTIES OF Lenawee, Washtenaw

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Wage Determination No.: 05-2271

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda,

Otsego, Presque Isle, Roscommon, Wexford

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Wage Determination No.: 05-2273

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Genesee, Lapeer, Macomb, Monroe, Oakland,

St Clair, Wayne

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Wage Determination No.: 05-3011

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Livingston

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Wage Determination No.: 05-2275

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Bay, Clare, Clinton, Gladwin, Gratiot,

Huron,

Isabella, Lake, Mason, Mecosta, Midland, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Saginaw, Sanilac, Shiawassee, Tuscola

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Wage Determination No.: 05-2277

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Michigan

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: Michigan COUNTIES OF Barry, Berrien, Branch,-Calhoun, Cass, Eaton, Hillsdale, Ingham, Ionia, Jackson, Kalamazoo, Saint Joseph, Van

Buren

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Wage Determination No.: 05-3029

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Allegan, Kent, Ottawa

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Wage Determination No.: 05-2279

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette,

Menominee, Ontonagon, Schoolcraft

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Wage Determination No.: 05-2285

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Kanabec, Kittson, Koochiching, Lake, Lake of The Woo, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Pine, Polk, Red Lake, Roseau, St Louis, Wadena, Wilkin

Wisconsin COUNTIES OF Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor, Washburn

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Wage Determination No.: 05-2287

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright

Wisconsin COUNTIES OF Pierce, Polk, St Croix

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Wage Determination No.: 05-2289

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Minnesota

Areas: Minnesota COUNTIES OF Benton, Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Houston, Jackson, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, McLeod, Martin, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Pipestone, Pope, Redwood, Renville, Rice, Rock, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Waseca, Watonwan, Winona, Yellow Medicine

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Wage Determination No.: 05-2295

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Mississippi

Areas: Mississippi COUNTIES OF Alcorn, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tishomingo, Tunica, Union, Washington, Webster, Winston, Yalobusha

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Wage Determination No.: 05-2297

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Mississippi

Areas: Mississippi COUNTIES OF Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

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Wage Determination No.: 05-2299

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Alabama, Mississippi

Areas: Alabama COUNTIES OF Sumter

Mississippi COUNTIES OF Clarke, Forrest, Greene, Jasper, Jones, Kemper,

Lauderdale, Neshoba, Newton, Perry, Wayne

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Wage Determination No.: 05-2301

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Mississippi

Areas: Mississippi COUNTIES OF George, Hancock, Harrison, Jackson,

Pearl River, Stone

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Wage Determination No.: 05-2307

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kansas, Missouri

Areas: Kansas COUNTIES OF Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte Missouri COUNTIES OF Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

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Wage Determination No.: 05-2309

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois, Missouri

Areas: Illinois COUNTIES OF Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, 'Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, St Clair, Saline, Union, Washington, Wayne, Williamson Missouri COUNTIES OF Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, St Charles, Ste Genevieve, St Francois, St Louis, Scotland, Shelby, Warren, Washington

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Wage Determination No.: 05-2311

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Missouri

Areas: Missouri COUNTIES OF Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, McDonald, Madison, Maries, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, St Clair, Scott, Shannon, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

SOLICITATION TFTP-EW-990899-B(Refresh #9) Wage Determination No.: 05-2317 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Montana Areas: Montana Statewide \_\_\_\_\_\_ Wage Determination No.: 05-2323 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Nebraska Areas: Nebraska COUNTIES OF Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin, Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha, Knox, Lincoln, Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins, Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer, Thomas, Valley, Webster, Wheeler, York \_\_\_\_\_\_ Wage Determination No.: 05-2325 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Iowa, Nebraska Areas: Iowa COUNTIES OF Adams, Buena Vista, Cass, Cherokee, Clay, Crawford, Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien, Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury Nebraska COUNTIES OF Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee, Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne Wage Determination No.: 05-2331 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): Arizona, Nevada

Areas: Arizona COUNTIES OF Mohave

Nevada COUNTIES OF Clark, Esmeralda, Lincoln, Nye

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### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Wage Determination No.: 05-2333

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California, Nevada

Areas: California COUNTIES OF Lassen, Mono

Nevada All COUNTIES except Clark, Esmeralda, Lincoln, Nye

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Wage Determination No.: 05-2345

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Atlantic, Cape May, Cumberland

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Wage Determination No.: 05-2347

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Bergen, Passaic

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Wage Determination No.: 05-2349

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Hunterdon, Middlesex, Somerset, Warren

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Wage Determination No.: 05-2351

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Monmouth, Ocean

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Wage Determination No.: 05-2353

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Essex, Hudson, Morris, Sussex, Union

Wage Determination No.: 05-2355 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New Jersey Areas: New Jersey COUNTY OF Mercer \_\_\_\_\_\_ Wage Determination No.: 05-2361 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New Mexico Areas: New Mexico COUNTIES OF Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, Sandoval, San Juan, San Miquel, Santa Fe, Socorro, Taos, Torrance, Valencia Wage Determination No.: 05-2367 Revision No.: 2 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New York Areas: New York COUNTIES OF Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington -----Wage Determination No.: 05-2371 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New York Areas: New York COUNTIES OF Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming \_\_\_\_\_ Wage Determination No.: 05-2373 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007

Areas: New York COUNTIES OF Nassau, Suffolk

State(s): New York

Wage Determination No.: 05-2375 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New York Areas: New York COUNTIES OF Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester .\_\_\_\_\_ Wage Determination No.: 05-2377 Revision No.: 2 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New York Areas: New York COUNTIES OF Clinton, Essex, Franklin, Jefferson, Lewis, St Lawrence \_\_\_\_\_\_ Wage Determination No.: 05-2379 Revision No.: 3 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New York Areas: New York COUNTIES OF Delaware, Dutchess, Orange, Sullivan, Ulster Wage Determination No.: 05-2381 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 6/07/2007 State(s): New York Areas: New York COUNTIES OF Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Yates \_\_\_\_\_\_ Wage Determination No.: 05-2383 Revision No.: 4 Division of Wage Determinations | Date of Last Revision: 5/29/2007 State(s): New York Areas: New York COUNTIES OF Broome, Cayuga, Chemung, Chenango, Hamilton, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tioga, Tompkins

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Wage Determination No.: 05-2389

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): North Carolina

Areas: North Carolina COUNTIES OF Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, McDowell, Macon, Madison, Mitchell, Polk, Rutherford, Swain, Transylvania, Watauga, Yancey

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Wage Determination No.: 05-2391

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Alexander, Anson, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes

South Carolina COUNTIES OF Chesterfield, Lancaster, York

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Wage Determination No.: 05-2393

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Beaufort, Bladen, Brunswick, Carteret,

Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson

South Carolina COUNTIES OF Dillon, Horry, Marion, Marlboro

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Wage Determination No.: 05-2397

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

States: North Carolina

Areas: North Carolina COUNTIES OF Alamance, Caswell, Chatham, Davidson,

Davie, Forsyth, Guilford, Montgomery, Randolph, Rockingham, Stokes,

Surry, Yadkin

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Wage Determination No.: 05-2401

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): North Carolina

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: North Carolina COUNTIES OF Bertie, Durham, Edgecombe, Franklin, Granville, Halifax, Hertford, Nash, Northampton, Orange, Person, Vance, Wake, Warren

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Wage Determination No.: 05-2407

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): North Dakota

Areas: North Dakota Statewide

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Wage Determination No.: 05-2413

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana, Kentucky, Ohio

Areas: Indiana COUNTIES OF Dearborn, Franklin, Ohio, Ripley, Switzerland Kentucky COUNTIES OF Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, Mason, Pendleton

Ohio COUNTIES OF Brown, Butler, Clermont, Hamilton, Warren

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Wage Determination No.: 05-2415

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Ohio

Areas: Ohio COUNTIES OF Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

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Wage Determination No.: 05-3013

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Ohio

Areas: Ohio COUNTIES OF Carroll, Mahoning, Trumbull

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Wage Determination No.: 05-2417

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Ohio

Areas: Ohio COUNTIES OF Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin', Guernsey, Holmes, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Union

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Determination No.: 05-2419

Revision No.: 3

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Randolph, Union, Wayne

Ohio COUNTIES OF Champaign, Clark, Clinton, Darke, Greene, Logan,

Miami, Montgomery, Preble, Shelby

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Wage Determination No.: 05-2421

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Ohio

Areas: Ohio COUNTIES OF Allen, Auglaize, Hancock, Hardin, Mercer,

Putnam, Van Wert, Wyandot

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Wage Determination No.: 05-2423

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 6/07/2007

State(s): Ohio

Areas: Ohio COUNTIES OF Adams, Athens, Gallia, Highland, Hocking,

Jackson,

Lawrence, Meigs, Pike, Ross, Scioto, Vinton

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Wage Determination No.: 05-2425

Revision No.: 3

Division of Wage Determinations Date of Last Revision: 5/29/2007

State(s): Ohio

Areas: Ohio COUNTIES OF Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca,

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Wage Determination No.: 05-2431

Revision No.: 3

Division of Wage Determinations: Date of Last Revision: 5/29/2007

State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis,

Garfield,

Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln,

Logan, Love, McClain, Major, Marshall, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

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Wage Determination No.: 05-2433

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Adair, Cherokee, Choctaw, Craig, Creek,

Delaware, Haskell, Kay, Latimer, Le Flore, McCurtain, McIntosh,

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Mayes, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, Washington

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Wage Determination No.: 05-2439

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Oregon

Areas: Oregon COUNTIES OF Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

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Wage Determination No.: 05-2441

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington,

Yamhill

Washington COUNTIES OF Clark, Cowlitz, Klickitat, Pacific, Skamania,

Wahkiakum

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Wage Determination No.: 05-2447

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

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Wage Determination No.: 05-2449

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Jersey, Pennsylvania

Areas: New Jersey COUNTIES OF Burlington, Camden, Gloucester Pennsylvania COUNTIES OF Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

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Wage Determination No.: 05-2451

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Ohio, Pennsylvania

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

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Wage Determination No.: 05-2453

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna,

Tioga, Wayne, Wyoming

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Wage Determination No.: 05-2455

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

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Wage Determination No. 05-2461

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Puerto Rico

Areas: Puerto Rico Statewide

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Wage Determination No.: 05-2473

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): South Carolina

Areas: South Carolina COUNTIES OF Beaufort, Berkeley, Charleston,

Colleton, Dorchester, Georgetown, Williamsburg

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Wage Determination No.: 05-2475

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): South Carolina

Areas: South Carolina COUNTIES OF Calhoun, Chester, Clarendon,

Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, Saluda,

Sumter

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Wage Determination No: 05-2477

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

State(s): South Carolina

Areas: South Carolina COUNTIES OF Darlington, Florence, Lee

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Wage Determination No.: 05-2479

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): South Carolina

Areas: South Carolina COUNTIES OF Abbeville, Anderson, Cherokee, Greenville, Greenwood, Laurens, Oconee, Pickens, Spartanburg, Union

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Wage Determination No.: 05-2485

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): South Dakota

Areas: South Dakota COUNTIES OF Bennett, Butte, Corson, Custer, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Meade, Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

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Wage Determination No.: 05-3025

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): South Dakota

Areas: South Dakota COUNTIES OF Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Davison, Day, Deuel, Douglas, Edmunds, Faulk, Grant, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Kingsbury, Lake, Lincoln, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Sully, Turner, Union, Walworth, Yankton

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Wage Determination No.: 05-2491

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Georgia, Tennessee

Areas: Georgia COUNTIES OF Catoosa, Dade, Walker Tennessee COUNTIES OF Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton, McMinn, Marion, Meigs, Polk, Rhea, Sequatchie, Van Buren

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Wage Determination No.: 05-2493

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Tennessee

Areas: Tennessee COUNTIES OF Anderson, Blount, Campbell, Claiborne,

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier, Union

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Wage Determination No.: 05-2495

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Arkansas, Kentucky, Mississippi, Tennessee

Areas: Arkansas COUNTIES OF Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis Kentucky COUNTIES OF Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, McCracken, Marshall Mississippi COUNTIES OF Benton, De Soto, Marshall, Tippah

Tennessee COUNTIES OF Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Shelby, Tipton, Weakley

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Wage Determination No.: 05-2497

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kentucky, Tennessee

Areas: Kentucky COUNTIES OF Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson
Tennessee COUNTIES OF Bedford, Cannon, Cheatham, Clay, Davidson,
De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon,
Marshall, Maury, Perry, Putnam, Robertson, Rutherford, Smith, Sumner,
Trousdale, Warren, White, Williamson, Wilson

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Wage Determination No.: 05-2499

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Tennessee, Virginia

Areas: Tennessee COUNTIES OF Carter, Cocke, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington
Virginia COUNTIES OF Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise

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Wage Determination No.: 05-2503

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Bastrop, Blanco, Burleson, Burnet, Caldwell, Fayette, Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis, Williamson

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Wage Determination No.: 05-2505

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Louisiana, Texas

Areas: Louisiana PARISHES OF Calcasieu, Cameron, Jefferson Davis, Lafayette, Vermilion

Texas COUNTIES OF Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler

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Wage Determination No.: 05-2507

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Aransas, Bee, Calhoun, Goliad, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, San Patricio, Victoria

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Wage Determination No.: 05-2509

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Collin, Cooke, Dallas, Delta, Denton, Ellis, Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro, Rains, Rockwall, Smith, Van Zandt, Wood

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Wage Determination No.: 05-2511

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Mexico, Texas

Areas: New Mexico COUNTIES OF Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra

Texas COUNTIES OF Culberson, El Paso, Hudspeth

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Wage Determination No.: 05-2513

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, Tarrant, Wise

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Wage Determination No.: 05-2515

Revision No.: 3

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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Wage Determination No.: 05-2517

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Mexico, Oklahoma, Texas

Areas:, New Mexico COUNTIES OF Curry, Lea, Quay, Roosevelt, Union Oklahoma COUNTIES OF Beaver, Cimarron, Texas
Texas COUNTIES OF Andrews, Armstrong, Bailey, Borden, Brewster,
Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke,
Coleman, Coilingsworth, Comanche, Concho, Cottle, Crane, Crockett,
Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector,
Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall,
Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard,
Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb,
Lipscomb, Loving, Lubbock, Lynn, McCulloch, Martin, Menard, Midland,
Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos,
Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels,
Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling,
Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom
Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

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Wage Determination No.: 05-2519

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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Wage Determination No.: 05-2521

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

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Wage Determination No.: 05-2523

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

#### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: Texas COUNTIES OF Anderson, Bell, Bosque, Brazos, Coryell, Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

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Wage Determination No.: 05-2525

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 2/26/2007

State(s): Oklahoma, Texas

Areas: Oklahoma COUNTIES OF Comanche, Cotton, Greer, Harmon, Jackson,

Jefferson, Kiowa, Stephens, Tillman

Texas COUNTIES OF Archer, Baylor, Clay, Wichita, Wilbarger

Wage Determination No.: 05-2531

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Utah

Areas: Utah Statewide

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Wage Determination No.: 05-2537

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Vermont

Areas: Vermont Statewide

Wage Determination No.: 05-2543

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): North Carolina, Virginia

Areas: North Carolina COUNTIES OF Camden, Chowan, Currituck, Gates,

Pasquotank, Perquimans

Virginia COUNTIES OF Gloucester, Isle of Wight, James City, Mathews, Southampton, Surry, York, Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

Wage Determination No.: 05-2545

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Virginia

Areas: Virginia COUNTIES OF Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City,. Charlotte, Charlottesville, Chesterfield, Colonial Heights, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greensville, Hanover, Henrico, King and Queen, King William, Lancaster, Louisa, Lunenburg, Mecklenburg, Middlesex, New Kent, Northumberland,

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond, Sussex, Westmoreland, Hopewell, Petersburg

Wage Determination No.: 05-2547

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Virginia

Areas: Virginia COUNTIES OF Alleghany, Amherst, Appomattox, Augusta, Rath

Bedford, Bland, Botetourt, Campbell, Carroll, Craig, Floyd, Franklin,

Giles, Halifax, Henry, Highland, Montgomery, Nelson, Patrick,

Pittsylvania, Pulaski, Roanoke, Rockbridge, Wythe

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Wage Determination No.: 05-2553

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Virgin Islands

Areas: Virgin Islands Statewide

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Wage Determination No.: 05-2559

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Washington

Areas: Washington COUNTIES OF Clallam, Grays Harbor, Jefferson, Kitsap,

Mason

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Wage Determination No.: 05-2561

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Washington

Areas: Washington COUNTIES OF Island, San Juan, Skagit

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Wage Determination No.: 05-2563

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Washington

Areas: Washington COUNTIES OF King, Snohomish, Whatcom

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Wage Determination No.: 05-2565

Revision No.: 3

### MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Washington

Areas: Washington COUNTIES OF Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille,

Spokane, Stevens, Whitman

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Wage Determination No.: 05-2567

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Washington

Areas: Washington COUNTIES OF Lewis, Pierce, Thurston

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Wage Determination No.: 05-2569

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Baker, Grant, Harney, Malheur, Morrow,

Umatilla, Union, Wallowa, Wheeler

Washington COUNTIES OF Benton, Franklin, Walla Walla, Yakima

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Wage Determination No.: 05-2573

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kentucky, Ohio, West Virginia

Areas: Kentucky COUNTIES OF Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike
Ohio COUNTIES OF Monroe, Morgan, Noble, Washington
West Virginia ALL COUNTIES EXCEPT Berkley and Jefferson

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Wage Determination No.: 05-3017

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): West Virginia

Areas: West Virginia COUNTIES OF Berkley, Jefferson

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Wage Determination No.: 05-2575

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Wisconsin

## MASS MODIFICATION FOR SOLICITATION TFTP-EW-990899-B(Refresh #8) and SOLICITATION TFTP-EW-990899-B(Refresh #9)

Areas: Wisconsin COUNTIES OF Brown, Calumet, Door, Florence, Fond Du

Lac,

Forest, Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage, Shawano, Sheboygan, Vilas, Waupaca, Waushara, Winnebago

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Wage Determination No.: 05-2577

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Adams, Barron, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Grant, Jackson, Juneau, La Crosse, Monroe, Pepin, Richland, Trempealeau, Vernon, Wood

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Wage Determination No.: 05-2579

Revision No.: 1

Division of Wage Determinations | Date of Last Revision: 09/20/2006

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Columbia, Dane, Dodge, Green, Iowa, Jefferson, Lafayette, Rock, Sauk

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Wage Determination No.: 05-2581

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Milwaukee, Ozaukee, Racine, Walworth, Washington, Waukesha

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Wage Determination No.: 05-3003

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Wisconsin

Areas: Wisconsin COUNTY OF Kenosha

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Wage Determination No.: 05-2587

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Nebraska, Wyoming

Areas: Nebraska COUNTIES OF Banner, Box Butte, Cheyenne, Dawes, Deuel,

Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux

Wyoming Statewide

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Wage Determination No: 96-0223

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 5/29/2007

Service: 'Hazardous Waste Pickup and Disposal Services (Material/Oil and Related Cleanup)'

Area: 'NATIONWIDE: Applicable in the continental U.S. and Hawaii Regions are defined as follows: MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin; NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont; SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, George, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.'